

<i>SERFF Tracking Number:</i>	<i>ARGN-125902742</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Argonaut-Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AMIC-MTC-AR-F-2008-1</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>MOTOR TRUCK CARGO</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Argonaut-Midwest Insurance Company

Product Name: MOTOR TRUCK CARGO

TOI: 09.0 Inland Marine

Sub-TOI: 09.0005 Other Commercial Inland
Marine

Filing Type: Form

SERFF Tr Num: ARGN-125902742 State: Arkansas

SERFF Status: Closed

Co Tr Num: AMIC-MTC-AR-F-
2008-1

Co Status:

Author: Maggie Welk

Date Submitted: 12/15/2008

State Tr Num: EFT \$50

State Status: Fees verified and
received

Reviewer(s): Betty Montesi,
Llyweyia Rawlins

Disposition Date: 12/17/2008

Disposition Status: Approved

Effective Date Requested (New): 03/15/2009

Effective Date Requested (Renewal): 03/15/2009

Effective Date (New): 03/15/2009

Effective Date (Renewal):

03/15/2009

State Filing Description:

General Information

Project Name:

Project Number:

Reference Organization:

Reference Title:

Filing Status Changed: 12/17/2008

State Status Changed: 12/16/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

This filing is to introduce our Motor Truck Cargo forms. This new product offering is to be written in conjunction with our Commercial Transportation Program.

Company and Contact

Filing Contact Information

SERFF Tracking Number:	ARGN-125902742	State:	Arkansas
Filing Company:	Argonaut-Midwest Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	AMIC-MTC-AR-F-2008-1		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
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Maggie Welk, Compliance Specialist II	Mwwelk@colonyins.com
8450 East Crescent Parkway	(303) 773-7245 [Phone]
Greenwood Village, CO 80111	(303) 773-7383[FAX]

Filing Company Information

Argonaut-Midwest Insurance Company	CoCode: 19828	State of Domicile: Illinois
225 West Washington Street	Group Code: 457	Company Type: Property/Casualty
6th Floor		
Chicago, IL 60606	Group Name:	State ID Number:
(312) 201-7600 ext. [Phone]	FEIN Number: 36-2489372	

SERFF Tracking Number:	ARGN-125902742	State:	Arkansas
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Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Argonaut-Midwest Insurance Company	\$50.00	12/15/2008	24546355

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	12/17/2008	12/17/2008

SERFF Tracking Number: *ARGN-125902742*

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Disposition

Disposition Date: 12/17/2008

Effective Date (New): 03/15/2009

Effective Date (Renewal): 03/15/2009

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARGN-125902742 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Memorandum	Approved	Yes
Form	Jacket	Approved	Yes
Form	Commercial Lines Policy-Common Declarations	Approved	Yes
Form	Motor Truck Cargo Legal Liability Declarations	Approved	Yes
Form	Motor Truck Cargo Legal Liability Specified Perils Form	Approved	Yes
Form	Motor Truck Cargo Legal Liability Broad Form Endorsement	Approved	Yes
Form	Motor Truck Cargo Legal Liability Reporting Endorsement	Approved	Yes
Form	Motor Truck Cargo Total Pollution Exclusion Endorsement	Approved	Yes
Form	Schedule of Forms and Endorsements	Approved	Yes
Form	Cap on Losses From Certified Acts of Terrorism	Approved	Yes
Form	Exclusion of Certified Acts of Terrorism	Approved	Yes
Form	Commercial Inland Marine Conditions	Approved	Yes
Form	Common Policy Conditions	Approved	Yes
Form	Exclusion of Certain Computer-Related Losses	Approved	Yes
Form	Arkansas Changes	Approved	Yes
Form	Arkansas Changes – Cancellation and Nonrenewal	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Jacket	PJAMIC	0408	Other	New		0.00	PJAMIC-0408.pdf
Approved	Commercial Lines Policy-Common Declarations	DCJ2000	0408	Declaration	New s/Schedule		0.00	DCJ2000-0408_AMIC.pdf
Approved	Motor Truck Cargo Legal Liability Declarations	TMTC DEC	0808	Declaration	New s/Schedule		0.00	TMTC DEC-0808.pdf
Approved	Motor Truck Cargo Legal Liability Specified Perils Form	TMTC0001	0808	Policy/Coverage	New rage Form		0.00	TMTC0001-0808.pdf
Approved	Motor Truck Cargo Legal Liability Broad Form Endorsement	TMTC100	0808	Endorsement	New nt/Amendment/Conditions		0.00	TMTC100-0808.pdf
Approved	Motor Truck Cargo Legal Liability Reporting Endorsement	TMTC101	0808	Endorsement	New nt/Amendment/Conditions		0.00	TMTC101-0808.pdf
Approved	Motor Truck Cargo Total Pollution Exclusion Endorsement	TMTC102	0808	Endorsement	New nt/Amendment/Conditions		0.00	TMTC102-0808.pdf
Approved	Schedule of Forms and Endorsements	CT3059	0706	Endorsement	New nt/Amendment/Conditions		0.00	CT3059-0706.pdf
Approved	Cap on Losses	IL 09 52	03 08	Endorsement	New		0.00	IL09523R.pd

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	From Certified Acts of Terrorism			nt/Amendm ent/Condi tions		f
Approved	Exclusion of Certified Acts of Terrorism	IL 09 53	01 08	Endorseme New nt/Amendm ent/Condi tions	0.00	IL09531R.pd f
Approved	Commercial Inland Marine Conditions	CM 00 01	09 04	Endorseme New nt/Amendm ent/Condi tions	0.00	CM00019N. pdf
Approved	Common Policy Conditions	IL 00 17	11 98	Endorseme New nt/Amendm ent/Condi tions	0.00	IL0017NH.p df
Approved	Exclusion of Certain Computer- Related Losses	IL 09 35	07 02	Endorseme New nt/Amendm ent/Condi tions	0.00	IL09357L.pdf
Approved	Arkansas Changes	IL 01 63	09 07	Endorseme New nt/Amendm ent/Condi tions		IL01639Q.pd f
Approved	Arkansas Changes – Cancellation and Nonrenewal	IL 02 31	09 08	Endorseme New nt/Amendm ent/Condi tions		IL02319R.pd f



IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President as a duly authorized representative of the Company.

A handwritten signature in black ink, appearing to read "ME Arledge", is written over a horizontal line.

Michael E. Arledge, President

Argonaut Midwest Insurance Company

Member of



Commercial Lines Policy Common Declarations

Policy Number _____

Renewal Number _____

Coverage is provided by:
Argonaut-Midwest Insurance Company
225 W. Washington Street
Chicago, IL 60606

Underwriting Office:
Colony Management Services, Inc.
8450 E. Crescent Parkway
Greenwood Village, CO 80111
1-800-456-8458

Named Insured and Mailing Address:

Policy Period:

From _____ to _____ at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: ☐ Individual ☐ Partnership ☐ Corporation ☐ Other _____

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

	Premium
Commercial Auto Coverage Part	\$ _____
Commercial General Liability Coverage Part	\$ _____
Commercial Inland Marine Coverage Part	\$ _____
Total	\$ _____

Form(s) and Endorsement(s) made a part of this policy at time of issue*:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS – CT3059

*Omit applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Producer Name and Address:

Producer Number:

Countersigned by _____ Date _____
Authorized Representative

These Declarations together with the Common Policy Conditions, Coverage Part Declarations, Coverage Part Coverage Form(s) and Forms and Endorsement, if any, issued to form a part thereof, complete the above numbered policy.

Motor Truck Cargo Legal Liability Declarations

Made a part of Policy Number _____ Effective Date _____
(12:01 a.m. Standard Time)

I. Named Insured and Mailing Address / Policy Period / Business Description

Shown in **Commercial Lines Policy Common Declarations**

II. Property Covered

This Policy covers your legal liability as a carrier under bills of lading or shipping receipts issued by you with respect to shipments of lawful goods and merchandise (hereinafter referred to as "property"), consisting principally of the items described in the Schedule below, while such property is in your custody or control, and while in the custody of connecting carriers, in transit while loaded for shipment in or on vehicles described herein anywhere within the radius specified below under Section III. **Radius of Operation**.

SCHEDULE

Description of Property	Percentage
	%
	%
	%

III. Radius of Operation

The coverage under this Policy shall apply only to direct loss or damage by any of the perils specified herein occurring within a radius of _____ miles of _____. Any loss or damage occurring elsewhere shall not be covered hereunder.

IV. Description of Vehicle(s) and Limits of Liability

Our liability for loss or damage to shipments while loaded in or on any one vehicle shall not exceed the amount set opposite each vehicle.

Unit	Trade Name	Year	Serial Number	Body Type	Limit of Liability
1					
2					
3					
4					
5					

V. Terminal Coverage

#	Address	Limit of Liability
1		
2		
3		

Absence of entry means no terminal coverage afforded.

VI. Premium \$ _____

VII. Deductible

\$ _____ any one loss.

VIII. Optional Coverages

In consideration of the premium charged, and subject to all terms, limitations, conditions, and exclusions of this Policy, the following provisions are effected only if a corresponding box below is checked.

- ☐ 1. Theft
- ☐ 2. Refrigeration Breakdown
- ☐ 3. Earned Freight
- ☐ 4. Reporting Terms - see Endorsement TMTC101
- ☒ 5. Other - see Endorsement(s): TMTC102

MOTOR TRUCK CARGO LEGAL LIABILITY SPECIFIED PERILS FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Definitions**.

Subject to the foregoing Declarations and in consideration of the payment of the premium, we agree with you as follows:

A. Insuring Agreements

- 1. Transit Coverage.** This Policy covers your legal liability as a carrier under bills of lading or shipping receipts issued by you, either as imposed by law or as assumed by contract, for physical loss described in Section **II. Property Covered** of the Declarations, operated by you within the specified radius from your base of operation but only within the coverage territory. In respect only to the Legal Liability Coverage of this form we agree to defend in your name and behalf any suit against you for loss or damage for which insurance is afforded under this Policy; but we shall have the right to make such investigation, negotiation, and settlement of any claim or suit as may be deemed expedient by us. We agree to assume the expenses incurred by us under this clause, except settlements of claims and suits in addition to the applicable limits of liability of this Policy. You shall cooperate with us in obtaining evidence, effecting settlements, and conducting suits, hearings and trials.
- 2. Terminal Coverage.** Where terminal coverage is indicated in Section **V. Terminal Coverage** of the Declarations, this Policy also covers your liability while said goods are unloaded and held pending transfer at terminals described in Section **V. Terminal Coverage** of the Declarations, used by you, for a period of not exceeding 60 days after unloading (Sundays and holidays excluded). No coverage is provided for any goods held under a warehouse receipt or other permanent storage document.
- 3. Property Excluded.** This insurance does not cover liability for loss of or damage to:
 - (a)** Accounts, bills, deeds, notes, securities, evidences of debt, letters of credit, tickets, passports, documents, manuscripts, mechanical drawings, valuable papers of any kind, money, currency, bullion, gold, silver and other precious metals, diamonds, precious or semiprecious stones, jewelry or furs;
 - (b)** Any conveyance, tarpaulins or fittings and other equipment used on or in connection with the conveyance;
 - (c)** Paintings, statuary and other works of art and articles of virtu, except against absolute total loss in specie caused by a peril insured against;
 - (d)** Live animals, unless they are listed in the Schedule under Section **II. Property Covered** of the Declarations, in which event we shall only be liable for claims arising from death or from injury rendering death immediately necessary in consequence of a peril insured against;
 - (e)** Property carried gratuitously or as an accommodation; or
 - (f)** Property in the custody of any other carrier if your rights of subrogation against such other carrier have been waived or made unenforceable.
- 4. Perils Insured.** This Policy insures (except as otherwise provided) against loss of or damage to the described property directly caused by:
 - (a)** Fire, including self-ignition and internal explosion of the conveyance, and lightning;

- (b) Explosion, excluding explosion in your premises originating within steam boilers, pipes, flywheels, engines and machinery connected therewith and operated thereby;
- (c) Cyclone, tornado and windstorm;
- (d) Flood (meaning thereby the rising of any natural body of water);
- (e) Collision, meaning accidental collision of the conveyance with any other vehicle or object, excluding however, contact of the conveyance with any portion of the roadbed, curbing, or rails or ties of any railway, and excluding the coming together of railroad cars during shifting or coupling; Also excluded is collision of the cargo or any portion of it, coming in contact with any object unless the carrying vehicle also comes in contact with that object;
- (f) Overturning of vehicles on which the shipments insured are being transported. (Overturning as used herein shall mean the upsetting of the vehicles, to such an extent that it comes to rest on its side or top.)
- (g) Collapse of bridges, docks and culverts; and
- (h) Stranding, sinking, fire or collision, including General Average or Salvage charges for which you are legally liable on shipments being transported on or in said vehicle(s) while on any regular ferry line.

5. Perils Excluded. This Policy does not insure your legal liability for:

- (a) Loss or damage to any shipment in or on any vehicle under your control after such vehicle has remained at any dock, depot, station, terminal or other location not listed in Section **V. Terminal Coverage** of the Declarations, for more than 72 hours after arrival of the vehicle at such location;
- (b) Loss or damage caused by your neglect to use all reasonable means to save and preserve the property at and after the happening of any peril insured against;
- (c) Delay, loss of market, loss of use or any other consequential or indirect loss of any kind; loss or damage due to inherent vice;
- (d) Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;
- (e) Loss or damage caused by breakdown of refrigerating equipment unless insurance is afforded under Section **B. Optional Coverages** of this form;
- (f) Freight charges, except such charges that had been earned prior to the acceptance of the shipments insured hereunder and for which you are legally liable;
- (g) Loss or damage caused by hail, rain, snow or sleet, whether or not driven by wind;
- (h) Infidelity and dishonesty, either or both, of you or any person or persons in your employ or service, whether or not such act or acts occurred during hours of employment or service, or any person or persons to whom the property may be entrusted; or
- (i) Loss or damage caused by shifting of load, poor packing or rough handling, shrinkage, evaporation, loss of weight, corrosion, contamination; nor, unless directly caused by a peril described in Section **A. Insuring Agreements, 4. Perils Insured** of this form, for loss or damage caused by breakage or by contact with oil or grease or any other commodity, marring or scratching, wetness or dampness, leakage of liquids, or as the result of being spotted, discolored, molded, rusted, frosted or frozen, rotted, soured, steamed or heated, or change in flavor.

6. Deductible. The deductible amount for any one loss is shown in Section **VII. Deductible** of the Declarations. The deductible amount is not insured hereunder, and we are liable only for loss in excess thereof, subject to all other applicable limits of liability.

7. **Substitution of Vehicles.** When this Policy is written on a flat premium basis as indicated in the Declarations, you may substitute similar vehicles at any time during the Policy period provided such substituted vehicles are operated by you. You hereby warrant to report to us in writing all such substitutions within thirty (30) days and to pay additional premium if required.
8. **Coinsurance.** We shall not be liable, as respects the property on each vehicle or at any terminal, for a greater proportion of any loss or damage, than the sum insured on the property on the vehicle or at the terminal upon which the loss shall happen bears to 100% of the value of the property on that vehicle or at the terminal at the time of loss, but in no event to exceed the amount of insurance on the property on that vehicle or at that terminal.

B. Optional Coverages

1. **Theft.** This Policy is extended to cover theft of an entire shipping package with contents, excluding loss or damage by theft of a part of the contents of any shipping package, and excluding theft by an employee of yours, whether the employee of yours is acting alone or in collusion with others. This Policy also does not cover misdelivery, mysterious disappearance or shortage unless there is reasonable evidence that a theft has occurred.

Our liability for loss by theft of furs or garments trimmed with fur, silks, rayons, nylons, wearing apparel, liquor and other alcoholic beverages, tobacco products, drugs and pharmaceuticals shall not exceed 10% of the limits stated in Section **IV. Description of Vehicle(s) and Limits of Liability** of the Declarations, or \$5,000, whichever is less, as respects any one occurrence.

2. **Refrigeration Breakdown.** Mechanical failure or mechanical breakdown of the refrigeration or heating unit, excluding, however, all loss caused by or resulting from negligence on your part, employees of yours, or others in your service.

It is a condition of this coverage that the refrigeration or heating units will be regularly inspected, at least once each month, by you and records maintained as to the result of such inspection. Such records shall be open to the inspection of any authorized representative of ours at all times during business hours. In no event shall we be liable for loss or damage caused, or contributed to, by your failure to keep and maintain the above described units in full state of repair.

The deductible shown under Section **VII. Deductible** of the Declarations shall apply to any claims for loss or damage caused by refrigeration mechanical breakdown as described above.

3. **Earned Freight.** This Policy is hereby extended to cover freight charges (not to exceed \$500.00) if rendered uncollectible because of a loss insured against.

C. Additional Coverages or Limitations

1. **Locked Vehicle.** It is a condition of this insurance that the described vehicles are equipped with entirely enclosed bodies of good construction and provided with suitable locks, and we shall be liable in case of loss by theft only while the property insured is contained in or on such vehicles while such vehicles are securely locked. No claim for loss or damage by theft shall be valid unless there shall be visible evidence of forcible entry.
2. **Tarpaulin Warranty.** It is a condition of this insurance that cargo exposed to the elements of weather shall be completely and securely covered by waterproof tarpaulin while in transit.
3. **Gin Warranty.** It is a condition of this insurance that no bailed cotton will be transported unless the ginning of the cotton has been completed at least seventy-two (72) hours before the cotton is transported. Any violation of this condition voids coverage under this Policy.
4. **Loading and Unloading.** This Policy is hereby extended to insure against accidental loss or damage to cargo occurring during and occasioned by the loading or unloading of such cargo on or from a conveyance described in the Policy while such conveyance is stationary. Loading and unloading shall be deemed to include only the immediate acts of placing the cargo upon the vehicle and there locating it in the transit stowage position and of moving the cargo from such stowage position for the purpose of unloading.

It is further understood and agreed that each claim for loss or damage occurring under this coverage shall be adjusted separately and from each such loss when determined, the deductible shown under Section **VII. Deductible** of the Declarations shall be deducted.

5. **Owners Goods.** This Policy is hereby extended to cover loss or damage to lawful goods and merchandise as described herein, your property, only while in your custody and actually in transit in or on vehicles operated by you, excluding any and all loss or damage to said goods and merchandise while situated:

(a) in or on your premises; or

(b) in any garage or other building where the vehicle or vehicles herein described are usually kept.

6. **Removal Expense.** Expenses for the following will be paid only if they are reported to us in writing within 180 days of:

(a) the date of direct physical loss; or

(b) the end of the policy period.

We will pay removal expenses to remove Covered Property debris caused by or resulting from a covered loss to Covered Property that occurs during the policy period. The term debris shall not include "pollutants".

The most we will pay for removal expenses is \$25,000 for the sum of all such expenses arising out of any one occurrence.

D. Additional Conditions

1. **Valuation.** The **Valuation** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

The value of property will be the least of the following amounts:

(a) the cost of reasonably restoring that property to its condition immediately before loss;

(b) the cost of replacing that property with substantially identical property;

(c) the value, if any, stated in the bill of lading or shipping receipt; or

(d) the limitation stated in the tariff.

In the event of loss, the value of property will be determined as of the time of loss or damage.

2. **Conformity of Statute.** Terms of this Policy which are in conflict with the statutes of the State wherein this Policy is issued are hereby amended to conform to such statutes.
3. **Indemnification.** It is the purpose of this insurance to indemnify you only to the amount which you shall become liable to pay and shall pay in respect of the property. In no event does this Policy cover your liability for the payment of any fines, assessments, damages, attorneys' fees, court costs, or any other penalties which you shall be required to pay as a result of the violation of any law or regulation relating to the delay in payment, denial or settlement of any claim for loss.
4. **Indemnity Agreement.** It is agreed that you shall reimburse us, within ten (10) days from the time you shall have been advised thereof, all sums and amounts of money that we have paid and which we would not have been required to pay except for the attachment to this Policy of any Federal, State or Provincial endorsement.
5. **Definition of Cargo Carrying Vehicle.** The term "cargo carrying vehicle" as used herein shall be deemed to include one or more trailers attached to a truck or tractor. The limit of liability in this Policy applying to the contents of any one cargo carrying vehicle shall apply to the contents of the truck or tractor and any attached trailers, combined.
6. **Excess of Insurance.** It is agreed that no excess insurance is permitted without our permission, and without said written permission this Policy is declared null and void.

- 7. Statutory Endorsements.** This Policy is issued in contemplation of the possible addition thereto of endorsement to effect compliance by you with provisions of statutes regulating your business. No such endorsement shall be valid for any purpose unless required for mandatory or permissive compliance with terms of the statute actually applicable to you at the time of loss or damage.
- 8. Agent of Insured.** If any party or parties other than you have procured this Policy, or any renewal thereof, or any endorsement thereon, they shall be deemed to be your Agents and not ours in any and all transactions and representations relating to this insurance.
- 9. War Risk Exclusion Clause.** It is agreed that this Policy does not cover loss or damage caused by or resulting from:
- (a) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, **(1)** by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or **(2)** by military, naval or air forces; or **(3)** by an agent of any such government, power, authority or forces;
 - (b) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; or
 - (c) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- 10. Nuclear Exclusion Clause.** We shall not be liable for loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy.
- 11. Coverage Territory.**
- (a) We cover property wherever located within:
 - (1)** The United States of America (including its territories and possessions);
 - (2)** Puerto Rico; and
 - (3)** Canada.
 - (b) We also cover property being shipped by air within and between points in Paragraph **(a)**.

E. Additional Loss Conditions.

- 1. Labels.** In the event of loss of or damage to labels, capsules or wrappers, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.
- 2. Machinery.** In the event of loss of or damage to machinery consisting when complete for sale or use, of several parts, we shall only be liable for the value of the part(s) lost or damaged.
- 3. Claims Against Third Parties.** In the event of any loss of or damage to the property covered hereunder you shall immediately make claim in writing against the carrier(s), bailee(s) or others involved.

F. Definitions

- 1. "Pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, sounds, alkalis, chemicals, asbestos, lead, and waste. Waste includes, but is not limited to, sludge and any materials intended to be or that have been recycled, reconditioned or reclaimed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO LEGAL LIABILITY BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO LEGAL LIABILITY SPECIFIED PERILS FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured		
Endorsement Effective	Policy Number	Countersigned by

(Authorized Representative)

In consideration of the premium charged, it is agreed that the **Motor Truck Cargo Legal Liability Specified Perils Form** is amended as follows:

Section **A. Insuring Agreements**, **4. Perils Insured** and **5. Perils Excluded** are deleted in their entirety and replaced with the following:

- 4. Perils Insured.** This policy insures your legal liability as a carrier against risks of direct physical loss or damage from any external cause, except as hereinafter excluded or to which limitations apply.
- 5. Perils Excluded.** This policy does not insure your legal liability for:
 - (a)** Loss or damage to any shipment in or on any vehicle under your control after such vehicle has remained at any dock, depot, station, terminal or other location not listed in **Section V. Terminal Coverage** of the Declarations, for more than 72 hours after arrival of the vehicle at such location;
 - (b)** Loss or damage caused by your neglect to use all reasonable means to save and preserve the property at and after the happening of any peril insured against;
 - (c)** Delay, loss of market, loss of use or any other consequential or indirect loss of any kind; loss or damage resulting from latent defect, inherent vice or deterioration;
 - (d)** Loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotion or the acts of any person or persons taking part in any such occurrence or disorder;
 - (e)** Loss or damage caused by breakdown of refrigerating equipment unless insurance is afforded under **Section B. Optional Coverages** of this form;
 - (f)** Freight charges, except such charges that had been earned prior to the acceptance of the shipments insured hereunder and for which you are legally liable;
 - (g)** Infidelity and dishonesty, either or both, of you or any person or persons in your employ or service, whether or not such act or acts occurred during hours of employment or service, or any person or persons to whom the property may be entrusted;

- (h) Loss or damage caused by rough handling or resulting from poor or insufficient packing, leakage, breakage, marring or scratching, wetness or dampness or by being spotted, discolored, moldy, rusted, frozen, frosted, rotted, soured, contaminated, steamed or changed in flavor unless directly caused by fire, lightning, explosion, tornado, cyclone, windstorm, hail, flood, collision or derailment or overturning of the transporting conveyance, collapse of bridges, trestles, culverts, elevated roadways, manhole covers, roadway drain gratings, docks, piers, wharves or bulkheads, riot, or civil commotion, earthquake subterranean disturbance, or other convulsion of nature or by stranding, sinking, burning or collision of the transporting vessel only while waterborne by public carriers for hire;
- (i) Loss or damage resulting from the vehicle coming in contact with the roadbed or curbing or with rails or ties of railways; the vehicle coming in contact with a stationary object while backing for loading or unloading purposes; or the load or any portion thereof coming in contact with any other object unless the carrying vehicle also collides with such object;
- (j) Mysterious disappearance, shortage, including shortage disclosed upon taking inventory; or
- (k) Theft unless insurance is afforded under Section **B. Optional Coverages** of this form.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO LEGAL LIABILITY REPORTING ENDORSEMENT

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured		
Endorsement Effective	Policy Number	Countersigned by

(Authorized Representative)

If Reporting Terms is checked under Section **VIII. Optional Coverages** of the Declarations, Section **IV. Description of Vehicle(s) and Limits of Liability** of the Declarations is deleted in its entirety and replaced with the following:

Our liability for loss of or damage to shipments while loaded in or on any one vehicle shall not exceed \$_____.

The premium shall be calculated at the rate of \$_____ per \$100 of gross receipts. It is a condition of this policy that there shall be due and payable on the inception date of this policy a deposit premium of \$_____. You shall render an accurate report to us, or our duly authorized agent, not later than thirty (30) days after the last day of each *_____ showing the total amount of your gross earned receipts (either collected or uncollected) from your business during the preceding *_____ and pay premium thereon at the policy rate. All such premiums shall be due and payable as earned.

(*Insert: "Month"; "Three Months"; "Six Months"; or "Twelve Months")

For the purpose of this insurance the term "gross receipts" shall mean the charges for ordinary packing of goods preparatory to loading, including the handling thereof in loading and unloading, and the actual charge for transporting the goods from original location to final destination.

In the event of any claim under this policy, we shall be liable for no greater proportion of such claim than the total gross receipts last reported by you prior to the claim bear to the actual total gross receipts as of the date for which such report was made.

The deposit premium shall be refunded upon the expiration or termination of this policy. It is however, agreed that, except in the event of cancellation of this policy by us, the minimum annual premium for this policy shall be \$_____. The basis of adjustment of premium in the event of cancellation of this policy shall be as provided above and not as provided under the basic policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR TRUCK CARGO TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

MOTOR TRUCK CARGO LEGAL LIABILITY SPECIFIED PERILS FORM
MOTOR TRUCK CARGO LEGAL LIABILITY BROAD FORM ENDORSEMENT

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

(The following needs to be completed only when this endorsement is issued subsequent to inception of the policy.)

Named Insured		
Endorsement Effective	Policy Number	Countersigned by

(Authorized Representative)

The following exclusion is added to Section **A. Insuring Agreements, 5. Perils Excluded** of the **Motor Truck Cargo Legal Liability Specified Perils Form** and **5. Perils Excluded** of the **Motor Truck Cargo Legal Liability Broad Form Endorsement**:

This policy does not insure your legal liability for:

Pollution, including:

- (1)** Loss or damage to any shipment in or on any vehicle, or any other injury or damage, which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time, anywhere, in any way.
- (2)** Any loss, cost or expense arising out of any:
 - (a)** Request, demand, order or statutory or regulatory requirement that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

SCHEDULE OF FORMS AND ENDORSEMENTS

Insured:

Policy Number:

The following forms and endorsements are made part of the policy at time of issue and are effective on the inception date of the policy:

NUMBER

TITLE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 STANDARD PROPERTY POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **C**) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)	Coverage Form, Coverage Part Or Policy
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- B.** The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- C. Exception Covering Certain Fire Losses**

The following exception to the exclusion in Paragraph **B.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements which apply to those forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Application Of Other Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.

10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- 1. Prior to a loss to your Covered Property.
- 2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

- 1. There has been full compliance with all the terms of this Coverage Part; and
- 2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
- 1.** The failure, malfunction or inadequacy of:
 - a.** Any of the following, whether belonging to any insured or to others:
 - (1)** Computer hardware, including micro-processors;
 - (2)** Computer application software;
 - (3)** Computer operating systems and related software;
 - (4)** Computer networks;
 - (5)** Microprocessors (computer chips) not part of any computer system; or
 - (6)** Any other computerized or electronic equipment or components; or
 - b.** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.
 - 2.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.
- B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
- 1.** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - 2.** Under the Commercial Property Coverage Part:
 - a.** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss – Special Form; or
 - b.** In a Covered Cause of Loss under the Causes Of Loss – Basic Form or the Causes Of Loss – Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.
- C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART

- A.** When this endorsement is attached to the Standard Property Policy **CP 00 99** the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following is added to the Common Policy Conditions:

MULTI-YEAR POLICIES

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

- C.1.** Except as provided in **C.2.** below, the **Appraisal** Condition, if any, is replaced by the following:

- a.** If we and you disagree on the value of the property or the amount of loss ("loss"), either party may make a written request for an appraisal of the loss ("loss"). However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss ("loss") appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss ("loss"). If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.

- d.** Each party will:

- (1)** Pay its chosen appraiser; and
- (2)** Bear the other expenses of the appraisal and umpire equally.

- C.2.** The **Appraisal** Condition in Business Income Coverage Form (And Extra Expense) **CP 00 30** Business Income Coverage Form (Without Extra Expense) **CP 00 32** and Capital Assets Program Coverage Form (Output Policy), **OP 00 01**, Paragraph **A.7.** Business Income And Extra Expense is replaced by the following:

- a.** If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire.
- b.** An appraisal decision will not be binding on either party.
- c.** If there is an appraisal, we will still retain our right to deny the claim.
- d.** Each party will:
 - (1)** Pay its chosen appraiser; and
 - (2)** Bear the other expenses of the appraisal and umpire equally.

D.1. This Paragraph, **D.2.**, does not apply to the following:

Farm Liability Coverage Form

Legal Liability Coverage Form

- 2.** The 2-year limitation in the Legal Action Against Us Condition is changed to 5 years.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A.** Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b.** We will refund the pro rata unearned premium if the policy is:
 - (1)** Cancelled by us or at our request;
 - (2)** Cancelled but rewritten with us or in our company group;
 - (3)** Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4)** Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d.** The cancellation will be effective even if we have not made or offered a refund.
 - e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:
 - (1)** We will retain no less than \$250 of the premium for the Equipment Breakdown Coverage Part.
 - (2)** We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
 - (3)** If the Commercial Auto Coverage Part covers only snowmobiles or golfmobiles, we will retain \$100 or the premium shown in the Declarations, whichever is greater.
 - (4)** If the Commercial Auto Coverage Part covers an "auto" with a mounted amusement device, we will retain the premium shown in the Declarations for the amusement device and not less than \$100 for the auto to which it is attached.

B. The following is added to the **Cancellation** Common Policy Condition:

7. Cancellation Of Policies In Effect More Than 60 Days

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. Subject to Paragraph 7.c., if we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.
- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

c. The following applies to the Farm Umbrella Liability Policy, Commercial Liability Umbrella Coverage Part and the Commercial Automobile Coverage Part:

- (1) If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 10 days before the effective date of cancellation;
- (2) If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy, and any lessee of whom we have received notification prior to the loss, at least 20 days before the effective date of cancellation.

C. Paragraph g. of the **Mortgageholders** Condition, if any, is replaced by the following:

g. If we elect not to renew this policy, we will give written notice to the mortgageholder:

- (1) As soon as practicable if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal; or
- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

D. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:

- a. Its expiration date; or
- b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the first Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

<i>SERFF Tracking Number:</i>	<i>ARGN-125902742</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Argonaut-Midwest Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AMIC-MTC-AR-F-2008-1</i>		
<i>TOI:</i>	<i>09.0 Inland Marine</i>	<i>Sub-TOI:</i>	<i>09.0005 Other Commercial Inland Marine</i>
<i>Product Name:</i>	<i>MOTOR TRUCK CARGO</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	ARGN-125902742	State:	Arkansas
Filing Company:	Argonaut-Midwest Insurance Company	State Tracking Number:	EFT \$50
Company Tracking Number:	AMIC-MTC-AR-F-2008-1		
TOI:	09.0 Inland Marine	Sub-TOI:	09.0005 Other Commercial Inland Marine
Product Name:	MOTOR TRUCK CARGO		
Project Name/Number:	/		

Supporting Document Schedules

Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Review Status:	Approved	12/17/2008
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Comments:

Attachments:

Uniform Transmittal Part II.pdf

Uniform Transmittal Part I.pdf

Satisfied -Name:	Filing Memorandum	Review Status:	Approved	12/17/2008
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Comments:

Attachment:

Filing Memo-forms.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

[illegible]

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase
 ☐ Rate Decrease
 ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
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		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	--	--

7.	Effective Date of last rate revision	
-----------	--------------------------------------	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
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9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
02		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	
03		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
Check #: Amount:	
Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
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05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

(Do not refer to the body of the filing for the component/exhibit listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	
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2.	This filing corresponds to form filing number (Company tracking number of form filing, if applicable)	
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☐ Rate Increase ☐ Rate Decrease ☐ Rate Neutral (0%)

3.	Filing Method (Prior Approval, File & Use, Flex Band, etc.)	
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4a.	Rate Change by Company (As Proposed)
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Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change (where required)	Minimum % Change (where required)

4b.	Rate Change by Company (As Accepted) For State Use Only
------------	--

Company Name	Overall % Indicated Change (when applicable)	Overall % Rate Impact	Written premium change for this program	# of policyholders affected for this program	Written premium for this program	Maximum % Change	Minimum % Change

5.	Overall Rate Information (Complete for Multiple Company Filings only)
-----------	--

		COMPANY USE	STATE USE
5a	Overall percentage rate indication (when applicable)		
5b	Overall percentage rate impact for this filing		
5c	Effect of Rate Filing – Written premium change for this program		
5d	Effect of Rate Filing – Number of policyholders affected		

6.	Overall percentage of last rate revision	
-----------	---	--

7.	Effective Date of last rate revision	
-----------	---	--

8.	Filing Method of Last filing (Prior Approval, File & Use, Flex Band, etc.)	
-----------	---	--

9.	Rule # or Page # Submitted for Review	Replacement or withdrawn?	Previous state filing number, if required by state
01		[] New [] Replacement [] Withdrawn	
02		[] New [] Replacement [] Withdrawn	
03		[] New [] Replacement [] Withdrawn	

**FILING MEMORANDUM
ARGONAUT MIDWEST INSURANCE COMPANY**

Enclosed for your review and approval are the independent forms which Argonaut Midwest Insurance Company intends to use for Motor Truck Cargo coverage. This coverage is new and does not replace anything currently filed. We ask that this filing be approved for use with policies effective upon March 15, 2009.

This new product offering is intended to complement our currently filed Commercial Transportation Program. Our intention is to better meet the needs of our insureds by offering not only auto liability and auto physical damage, but also motor truck cargo coverage.

The insurance policy will be purchased by trucking companies or individual truckers. The program provides inland marine coverage for cargo transported by truck. This policy covers the legal liability of the insured as a carrier under bills of lading or shipping receipts issued by the insured referred to as "Transit Coverage". It also provides coverage for "Terminal Coverage" which covers the insureds liability while said goods are loaded and held pending transfer.

We trust that the enclosed materials satisfy your filing requirements for Motor Truck Cargo coverage. However, if there are questions or additional material is needed please contact me. Thank you for your time and consideration.